

Agreement
Between
Franklin Township
Warren County, N.J.
And
Teamster Local 773



DURATION: January 1, 2005 through December 31, 2007

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AGREEMENT

Made this first day of January, 2005 by and between the Franklin Township, Warren County, N.J., herein referred to as the "Employer" and Teamster Local Union #773 of Allentown, Pennsylvania, affiliated with the International Brotherhood of Teamsters, hereinafter referred to as the "Union".

ARTICLE 1 - RECOGNITION

The Employer recognizes the Union as the exclusive and sole representative for collective bargaining for all employees properly included in the bargaining unit under the conditions of the New Jersey Employer-Employee Relations Act, providing for collective bargaining for public employees, excluding Managerial Executives and confidential employees in accordance with the Act.

ARTICLE 2- MANAGEMENT RIGHTS

Subject only to limitation imposed by the specific language of this agreement, the Laws of the State of New Jersey and the Constitution of the United States of America, the Township reserves to itself sole jurisdiction and authority over matters of policy and retains the right to:

- 1) Direct employees of the Township;
- 2) Hire, promote, transfer, assign, and retain employees positions in the Township;
- 3) Suspend, demote, discharge, or take up other disciplinary actions against employees;
- 4) Relieve employees from duties in accordance with law;
- 5) Maintain efficiency of the Township operations entrusted to them; and
- 6) Determine the method, means, and personnel by which such operations are to be conducted.

Nothing contained herein shall be construed to deny or restrict the Township of its rights, responsibilities and authority under the Laws of the State of New Jersey, or other national, county or local laws, ordinances or policies.

ARTICLE 3 - DURATION OF AGREEMENT

This Agreement shall become effective as of January 1, 2005 and shall continue in effect until December 31, 2007, the expiration date hereof subject to the Union's right to negotiate over a successor agreement. It is further agreed that on the request of either party hereto, the parties will meet at such time or times after May 1, 2007 necessary for the purpose of negotiating a new contract to be effective January 1, 2008.

ARTICLE 4 - MAINTENANCE OF MEMBERSHIP

The Employer agrees that all employees who are presently members of the Union or who become members of the Union during the term of this Agreement, shall become subject to the "maintenance of membership" provision as defined in Article 3, Subsection 18 of the Public Employee Relations Act. Employees who are or who may become members of the Union may resign from the Union during the period of fifteen days prior to the expiration of this Agreement.

ARTICLE 5 - DUES CHECKOFF

Members

Upon receipt of written authorization, the Public Employer shall deduct regular Union dues, initiation fees and assessments from the paychecks of those Union members who execute such authorizations and forward such sums directly to the Union. Such deductions shall be made from the first pay of each month. A dues checkoff authorization is to be voluntary but once given, it may not be revoked until fifteen (15) days prior to expiration of this Agreement.

Non-Members

Employees who choose not to become members of the Union shall, after thirty (30) days following the beginning of their employment in the unit, be required to pay a representation fee in lieu of dues for services rendered by the Union. The representation

fee in lieu of dues shall be in accordance with Section 34:13A-5.5(b) of the New Jersey Employer-Employee Relations Act and in no event shall the representation fee exceed 85% of the regular membership dues, fees and assessments. The Union shall be entitled to the representation fee in lieu of dues by payroll deduction from the wages or salaries of the non-members, in accordance with Section 34:13A-5.6, Demand and Return System, of the New Jersey Employer-Employee Relations Act.

The Union agrees to indemnify and save Employer harmless any and all claims, suits or other forms of liability arising out of deductions of money for Union dues or fees under this article.

ARTICLE 6 - GRIEVANCE PROCEDURE

All disputes between the parties shall be settled in accordance with the grievance procedure set forth in this Agreement, and there shall be no strikes or cessation of work by the employee or lockouts by the Employer during the term of this Agreement.

The parties to this Agreement confirm that an orderly and expeditious resolution of grievances arising out of the interpretation of the terms of this Agreement is desirable. Accordingly, grievances shall be resolved under the following four (4) step process:

Step 1. The employee initiating the alleged grievance shall present the grievance in writing and on a form provided by the Employer to their immediate supervisor within five (5) days after its occurrence. The first level supervisor shall make a written reply to the grievance within five (5) days after its initial presentation.

Step 2. If the action in Step 1. above fails to resolve the grievance to the satisfaction of the person or persons submitting the grievance, they shall, within five (5) days, refer it in writing to the Public Works Liaison in charge of the affected department. The Public Works Liaison shall make a written reply to the grievance within ten (10) days after the presentation of the grievance to him/her.

Step 3. If the action in Step 2. above fails to resolve the matter to the satisfaction of the person or persons submitting the grievance, they shall, within five (5) days, make a written referral of the grievance in writing to the Township Committee. The Township Committee shall make a written reply to the grievance within ten (10) days from the date of submission.

Step 4. If the action in Step 3. above fails to resolve the grievance, the person or persons submitting the grievance shall, within ten (10) days, notify the Employer in writing that they desire to submit the matter to binding arbitration.

Arbitration procedure: The parties shall first attempt to mutually agree upon an impartial arbitrator. The costs of arbitration, including the expense of the Arbitrator, the hearing room, and of the transcript of testimony, if the parties mutually agree upon having the testimony transcribed, shall be shared equally by the parties.

All arbitration decisions shall be final and binding, but shall in no way modify or amend the terms of this Agreement.

ARTICLE 7 - SENIORITY

Seniority is based on length of continuous service the employee has with the Employer. Seniority shall be accumulated during absence due to illness, layoff or leave of absence as long as such seniority is not terminated in accordance with other provisions of this Agreement.

In all cases of layoff, rehiring and awarding job bids, seniority shall govern with due consideration for ability to perform the particular job. Employees last hired shall be the first laid off providing those employees remaining are capable of performing the available work. When the Employer hires any employees, employees on layoff shall be rehired in reverse order in which they were laid off after such jobs are posted for bid provided such employees are capable of performing the available work.

Although the Union recognizes that the employee with the greatest seniority bidding for such job may not be capable of performing such job, the Employer agrees that they will give the employee with the greatest seniority bidding for such job first consideration for same. However, the determination of the qualifications of any job shall rest with the Employer subject to the grievance procedure in this Agreement. However, it is agreed that the determination of the qualifications shall not be subject to the arbitration procedure, as outlined in Article 6 of this agreement.

The Employer shall supply the Union with a seniority list of all employees setting forth the date of hire of such employees. This list shall be maintained by the Employer and brought up to date every six (6) months. The Employer shall also supply the Union with a complete list of names, addresses and dates of employment of employees presently laid off, discharged, hired or rehired.

Seniority shall be broken for any of the following reasons:

1. An employee quits or resigns.
2. An employee is discharged.
3. An employee is laid off for a period of longer than twenty-four (24)

consecutive months, unless they are off sick due to injury on the job. In such event such layoff shall be for a period of forty-eight (48) months. A regular employee on layoff has the right to turn down any temporary employment, but must return to a permanent job.

Time off due to illness or disability will not be a cause for loss of seniority.

ARTICLE 8 - PROBATIONARY EMPLOYEES

All new employees shall be considered probationary employees for a period of ninety (90) days from the beginning of employment during which time they shall have no seniority and no rights to any fringe benefits they would otherwise enjoy and be bound

by other provisions of this Agreement. A new employee may be summarily dismissed within ninety (90) days from the date of employment at the discretion of the Employer. If such employee is retained beyond the ninety (90) day probationary period from the beginning of employment they shall immediately thereafter be classified as a regular employee and their seniority shall commence as of the date of their original employment. The employer has the right to waive this probationary period based on skill, experience, ability and proper licensing, but will not extend it without mutual agreement from the Union.

ARTICLE 9 – WAGES- wage rate increase of 3% each year

	<u>Effective 1/1/05</u>	<u>1/1/06</u>	<u>1/1/07</u>
Mechanic/Road Repairman	\$19.05 per hour	\$19.62	\$20.21
Operator/Road Repairman	\$19.05 per hour	\$19.62	\$20.21

Regular Employees – Full time employees who are members of the Union and are covered under this contract. This term does not include part-time, probationary, or temporary employees.

Temporary Employees – Temporary employees (whether on a full time or part time basis) may from time to time be hired on an as needed basis, for up to three (3) months. Temporary employees will not be used to create lay off of regular employees or be employed while regular employees are on lay-off. Temporary employees will not be used to subterfuge overtime of regular full time employees.

Part-time Employees – Are employees that work ten (10) hours or less a week. Part-time employees will not be considered part of the Union and will have no rights under this contract. Part-time employees will not be used to create lay-off of regular employees or be employed while regular employees are on lay-off. Part-time employees will not be used to subterfuge overtime of regular full time employees.

Call Out Guarantee

To receive call out pay, the time worked must be separate from and not continued from a regular work day. When an employee is called out, two (2) hours pay is guaranteed.

If the Actual time worked exceeds two hours, an additional ½ hour will also be paid at the appropriate rate.

ARTICLE 10 - JURY DUTY

Any regular employee who is called and reports for service as a juror shall be paid by the Employer for each such day of service on which they otherwise would have worked. They will be paid the difference between the fee they receive for such service and the amount of straight-time hourly earnings (exclusive of overtime and other premiums) lost by them by reason of such service up to a limit of eight hours per day and forty hours per week. In order to qualify for payment, an employee must:

1. Notify their immediate supervisor no later than their first scheduled work shift after receipt of notice of their selection for jury duty, and
2. Furnish a written statement from the appropriate public official showing the dates and times served and the amount of pay received.

ARTICLE 11 - HOURS OF WORK

The normal work week for all employees covered by this Agreement is forty (40) hours, Monday through Friday, 7:00 a.m. to 3:30 p.m., with a ½ hour unpaid lunch break. From Memorial Day to Labor Day, the normal work week shall be Monday through Friday, 6:00 a.m. to 2:30 p.m. with a ½ hour unpaid lunch break. Time and one-half (1 1/2) will be paid for all hours worked in excess of eight (8) hours in one day or forty (40) hours in any one work week. There will be no pyramiding of overtime payments under this Agreement.

No employee shall be justified or warranted without valid reason to refuse to work overtime on any day when the necessity for doing such overtime work arises because the job must be finished that day or because of any emergency that reasonably necessitates the doing of such overtime work. Any employee shall be given a one-half (1/2) hour paid lunch period for every four (4) hours worked after eight (8) hours in any work day. On normal workdays, an employee who works four (4) hours from normal

finish time shall be entitled to a meal allowance. On non-scheduled workdays, if an employee is called out and works for six (6) hours, he/she shall be entitled to a meal allowance. All receipts shall be turned in for reimbursement on the next business day. Meal allowance: Breakfast= \$7.00 Lunch or Dinner= \$15.00

Any employee unable to work because of illness or for any other justifiable reason shall notify the Employer as soon as circumstances permit, if possible not later than the beginning of the shift from which they will be absent. It is recognized that the functions and services performed by Franklin Township employees require the prompt and regular attendance at work of each employee. Where circumstances make either punctuality or attendance impossible, every effort must be made by the employee to notify the Employer of the deviation from schedule at the earliest possible moment.

Subject to the terms and provisions hereof, it is recognized that the supervision and control of all operations and the direction of all employees are vested solely in the Employer.

ARTICLE 12 - HOLIDAYS

It is agreed that the following days shall be observed as holidays with full pay for employees:

Presidents Day	Columbus Day
Good Friday	Christmas eve (1/2 day)
Memorial Day	Christmas Day
Independence Day	General Election Day
Labor Day	Martin Luther King Day
Veteran's Day	New Years eve (1/2 day)
Thanksgiving Day	New Year's Day
Day after Thanksgiving	Personal Days (3)

If an employee performs no work on one of the said holidays, the employee shall be paid for that day at their regular hourly rate, excluding overtime or any other premium pay. Work performed on one of the said holidays shall be paid for at the rate of two and one-half (2 1/2) times the regular wage rate, or at the employees option, may work the holiday and receive time and one-half (1½) for that day, plus receive an additional day off of his/her choice with pay. If a holiday falls on a Saturday or Sunday, it shall be

observed the following Monday. Additionally, if the Christmas Eve or New Years Eve ½ day holiday falls on a Saturday or Sunday, it will not be observed as a day off with pay.

ARTICLE 13 - BEREAVEMENT

An employee upon the death of a member of their immediate family shall be given a five-day leave of absence with pay at straight-time rates for three (3) consecutive work days, the last of which shall be taken not later than the seventh day following the day the death occurred. Immediate family shall include only spouse, children, parents, stepparents, brother, sister, stepchildren, employee's grandmother, grandfather and mother/father-in-law.

In the event of the death of an employee's brother-in-law, sister-in-law the employee will be granted one (1) day off, if necessary, with pay for their absence on the day of the funeral, if such is the employee's regular scheduled workday.

ARTICLE 14 - VACATIONS

All full time employees employed between one (1) year and five (5) years will be entitled to twelve (12) working days off with full pay. All full time employees employed between six (6) and twelve (12) years will receive fifteen (15) working days off with full pay. All full time employees employed between thirteen (13) and twenty (20) years will receive twenty (20) working days off with full pay. Any and all full time employees employed twenty (20) or more years shall receive twenty-five (25) working days off with full pay. A week's vacation shall consist of five (5) working days; forty (40) hours pay at the employee's straight-time hourly rate.

Employees shall select their vacation period in order of their seniority during the approved vacation period posted by the Employer. Other vacation requests must be submitted no less than one (1) week prior to the day(s) desired, except in extenuating circumstances. Employees shall be required to take time off for their vacation. In the

event extenuating circumstances justify the Township to request that an employee return to work during their vacation period, approval must be received from the employee. Such employee who so returns to work from their vacation shall be paid their regular hourly rate of pay for such vacation that they so worked. Such employee shall be given another vacation period with pay for the same number of days they so work during such period as the employee's schedule permits or the employee may elect to take their vacation pay in lieu of additional days off.

Employees may take vacation in units of $\frac{1}{2}$ days, if they desire to do so, according to past practices.

If a holiday occurs during an employee's vacation period, such employee shall get an additional day off with pay at a time mutually agreeable between Employer and employee.

Layoffs for absence due to illness not exceeding ninety (90) days shall not limit or abridge the employee's right to full vacation with pay.

It is recognized that vacations are based on past service. Accordingly, when an employee has completed a year of service in accordance with their anniversary date of hire, they shall be deemed to have earned their vacation and pay, even though they do not take vacations nor receive vacation pay at that time. Further, if their employment is terminated prior to a subsequent anniversary date of hire, they shall also receive vacation pay pro-rated in accordance with the number of months they worked since the last anniversary date of their employment to the date of termination. However, if an employee quits their job without notice or is discharged for just cause, they will forfeit their termination vacation pay.

ARTICLE 15 - SAFETY & WELFARE

The Employer in accordance with its established practice shall continue to install and furnish safety devices and equipment for the protection of the lives and health of its employees.

Safety devices and equipment required by state, federal or local agencies or by any governmental rule or regulation shall be furnished to the affected employees by Employer without cost.

Employees shall be required to utilize all safety apparel and equipment and protective devices in the prescribed manner and shall cooperate to the best of their ability in the prevention of accidents.

All safety and health regulations promulgated by the Employer shall be observed strictly by the employees and the regulations and safety codes promulgated by federal, state and local governmental agencies in the interest of protecting the safety and health of employees shall be strictly observed by the Employer and by the employees so far as they relate to the operations of the Township.

ARTICLE 16 - HEALTH & WELFARE

The Employer agrees to provide and pay for Aetna HMO Health care insurance, as currently in effect, including a prescription drug plan, or equivalent for the employee and their family. The cost of the Plan will be borne by the Township. Any increases in the premium during the 2nd and 3rd years of this agreement shall be paid 50% by the Employer and 50% by the Employee.

A \$25,000 Term Life Insurance Policy shall be provided to each employee. The Township shall pay for the cost of such policy. Coverage will cease upon termination or retirement.

Employees on approved sick and accident leave shall be covered by the hospital and medical program for a period of one year. However, if any employee is on leave of absence due to an injury received on the job, they will be covered by said hospitalization and medical program for a period of two (2) years.

Drug and Alcohol Policy

As per the Franklin Township Drug and Alcohol Personnel Policy adopted on May 21, 1996; all employees having CDL licenses are required to submit to drug and alcohol testing as notified.

OBJECTIVE: Drug and Alcohol Policy for compliance with Federal Administration Regulations 49 CFR, Part 382 and U.S. Department of Transportation (DOT) Regulations, Transportation Workplace Drug Testing Programs, 49 CFR, Part 40. The purpose of this Policy is not to discipline or discharge employees if they can be helped and rehabilitated. Rather, the idea is to help employees solve their drug and alcohol problems through counseling and rehabilitation. Discipline and discharge will normally result only if the employee refuses to cooperate, or, having undergone a rehabilitation program would once again slip back into drug or alcohol problems.

ARTICLE 17 - SICK LEAVE

Employees will receive twelve (12) paid sick days per calendar year. Sick leave days shall be accrued to a maximum of two-hundred (200) days. Upon termination of employment, the employee will be entitled to compensation for 50% of the unused days, up to a maximum amount of fifteen-thousand (15,000) dollars, provided said employee leaves his/her employment with the Township on good terms.

Employees who are on sick leave for three (3) consecutive days must submit a medical certification to the Employer. Sick days shall not be used as additional personal days.

ARTICLE 18 - NON-DISCRIMINATION

No employee or applicant for employment covered by this Agreement shall be discriminated against because of membership in the Union or activities on behalf of the Union. Neither the Employer nor the Union shall discriminate for or against any employee or applicant for employment covered by this Agreement because of race, sex, age (40 & over), creed, color, disability or national origin.

ARTICLE 19 - SUSPENSION OR DISCHARGE

The Employer has a right to discharge, suspend or discipline any employee for just cause or as stated under probation.

The Employer agrees that they will notify the Union in writing within forty-eight (48) hours (weekends not included) after any suspension or discharge of any employee and the reasons therefor. Such written notice shall also be given to the employee who is suspended or discharged as well as the Union Steward. If any question or dispute arises regarding any suspension or discharge, the grieving employee must file a written grievance regarding same within five (5) working days from the date of such suspension or discharge and a copy of such grievance must be given to the Employer. This grievance shall then be handled in accordance with the grievance procedure set forth in this Agreement starting with Step 2.

ARTICLE 20 - SUPERVISORY PERSONNEL

Management Executives, as that term is defined in the Employer-Employee Relations Act, may perform work covered by this agreement, to supplement the regular work force, provided all bargaining unit employees are working or have been offered the opportunity to work. Normally, with the exception of emergencies or special projects, he/she will not be permitted to perform bargaining unit work in excess of twenty (20) hours in any week. Additionally, at no time will Management Executives be used to create lay off or be permitted to work while bargaining unit employees are on lay off, or be used to subterfuge overtime of the bargaining unit employees.

ARTICLE 21 - SEPARABILITY & SAVINGS CLAUSE

If any article or section of this Agreement is held invalid by operation of law or by any tribunal of competent jurisdiction or if compliance with or enforcement of any article or section should be restrained by such tribunal pending a final determination as to its validity, the remainder of this Agreement or the application of such article or section to persons or circumstances other than those as to which it has been held invalid or as to which compliance with or enforcement of has been restrained, shall not be affected thereby.

The parties agree to use their best efforts and agree to cooperate to secure approval, if required, from the appropriate boards, commissions or agencies designated by the president of the United States or his designee for all wage increases or other benefits agreed upon between the parties and set forth in this written Agreement.

ARTICLE 22 - RETIREMENT FUND

The Township agrees to retain the Pension Plan as currently in effect at the time of the signing of this Agreement for the duration of the Agreement.

ARTICLE 23 - MAINTENANCE OF STANDARDS

The Employer agrees that all conditions of employment relating to wages, hours of work, overtime differentials and general working conditions shall be maintained at not less than the highest standards in effect at the time of the signing of this Agreement, and the conditions of employment shall be improved wherever specific provisions for improvement are made elsewhere in this Agreement.

ARTICLE 24 - JOB STEWARDS & ALTERNATES

The Employer recognizes the right of the Union to designate job stewards and alternates. The authority of job stewards and alternates so designated by the Union shall be limited to and shall not exceed the following duties and activities:

1. The investigation of and presentation of grievances.
2. The collection of dues when authorized by the Local Union.
3. The transmission of messages and information that is authorized by the Union and its officers.
4. Job Stewards and alternates have no authority to take strike action or any other action interrupting the Employer's business.

ARTICLE 25 – LEAVE OF ABSENCE

Any employee desiring leave of absence from their employment shall secure written permission from both the Union and Employer. The maximum leave of absence shall be for ninety (90) days and may be extended for like periods.

ARTICLE 26 - UNION BULLETIN BOARDS & INSPECTION PRIVILEGES

The Employer agrees to provide suitable space for the Union bulletin board in each garage or place of work. Postings by the Union on such boards shall be confined to official business of the Union.

Authorized agents of the Union shall have access to the Employer's establishment during working hours for the purpose of adjusting disputes, investigating working conditions and ascertaining that the Agreement is being adhered to, provided however, that there is no interruption of the Employer's work schedule.

ARTICLE 27 - MILITARY CLAUSE

Employees enlisting in or entering the military or naval service of the United States pursuant to the provisions of the Universal Military Training and Service Act, as amended, shall be granted all rights and privileges provided by the Act. Employer shall pay Blue Cross, Blue Shield, Major Medical, Group Life, Accidental Death & Dismemberment and Severance Pay Contributions of employees on leave of absence for training in the military reserves or National Guard, but not to exceed fourteen (14) days in any calendar year, providing such absence affects their credits or coverage in connection with the benefits enumerated in this paragraph.

Employer in accordance with its established practice, rendered under the provision of Article 5 of this Agreement, and any provision or portion thereof of this Agreement requiring legislation will be effective only if such legislation is enacted.

Any decision or portion thereof of an arbitrator rendered under the provision of Article 5 of this Agreement, and any provision or portion thereof of this Agreement requiring legislation will be effective only if such legislation is enacted.

ARTICLE 28 - UNIFORMS

All Public Works Employees shall be supplied with uniforms and the Township will bear all costs regarding the cleaning of said uniforms. Additionally, each employee shall be reimbursed up to one-hundred (100) dollars annually for the purchase of work boots.

ARTICLE 29 – SIGNATURE PAGE

This Agreement is made and entered into this 6th day of June, 2005 by and between Franklin Township, Warren County, New Jersey and Teamster Local #773 of Allentown, Pennsylvania.

FOR TEAMSTER LOCAL #773

Joseph Wicks B/A

FOR FRANKLIN TOWNSHIP

Larry Adams MAYOR

Appendix "A"- job descriptions

Operator/Road Repairman

It shall be the duties of the Operator/Road Repairman to follow instructions and/or directives from the Superintendent of the Dept. of Public Works and/or the Township Committee and perform mechanical and laborious tasks, including but not limited to the following:

- a) Maintain all roads, parks, lawns, structures and equipment located within the Township of Franklin and owned by the Township.
- b) Operate all Township equipment, including but not limited to the Township's vehicles, lawnmower(s), sweeper(s), backhoe(s), paving machine(s), grader(s), etc.
- c) Participate in all phases of all work conducted by the Department of Public Works.
- d) Report to the Superintendent of the Dept. of Public Works complaints from residents and/or reporting areas of concern regarding roads, parks, lawns, equipment and structures owned by the Township.
- e) Submit accurate time records to the Superintendent of the Public Works Department.

This employee shall have previous equipment operating experience and possess a CDL class "A" operators license.

Mechanic/Road Repairman

It shall be the duties of the Mechanic/Road Repairman to follow instructions and/or directives from the Superintendent of the Dept. of Public Works and/or the Township Committee and perform mechanical and laborious tasks, including but not limited to the following:

- f) Maintain all roads, parks, lawns, structures and equipment located within the Township of Franklin and owned by the Township.
- g) Repair all Township equipment, including but not limited to the Township's vehicles, lawnmower(s), sweeper(s), backhoe(s), paving machine(s), grader(s), etc.
- h) Participate in all phases of all work conducted by the Department of Public Works.
- i) Report to the Superintendent of the Dept. of Public Works complaints from residents and/or reporting areas of concern regarding roads, parks, lawns, equipment and structures owned by the Township.
- j) Submit accurate time records to the Superintendent of the Public Works Department.

This employee shall have previous mechanical and welding experience and possess a CDL class "B" operators license.

